

24. ACCEPTANCE OF WEANER PIGS: BUYER SHALL HAVE TWENTY-FOUR (24) HOURS FROM THE TIME THE WEANER PIGS ARE LOADED AT SELLER'S FACILITIES, OR ALTERNATE FACILITIES AS DIRECTED BY COOP, TO INSPECT AND GRADE THE WEANER PIGS AS PROVIDED HEREIN, AND ACCEPT THE WEANER PIGS DELIVERED. IN THE EVENT THAT ANY WEANER PIGS ARE NOT ACCEPTED BY BUYER AS PROVIDED IN PARAGRAPH \_\_\_\_\_ HEREIN, BUYER SHALL SO NOTIFY SELLER AND COOP WITHIN THIRTY (30) HOURS OF THE TIME THE WEANER PIGS WERE LOADED. SUCH NOTICE SHALL INCLUDE THE (1) REASON FOR NOT ACCEPTING THE WEANER PIG(S), AND THE COUNT OF WEANER PIG(S) NOT ACCEPTED. UPON THE LAPSE OF THIRTY (30) HOURS FROM THE TIME OF LOADING, BUYER SHALL HAVE NO FURTHER RIGHT TO REJECT ANY WEANER PIG(S) LOADED.

25. PAYMENT TO SELLER:

A. BY BUYER: BUYER AGREES TO DELIVER PAYMENT TO COOP FOR PAYMENT TO SELLER OF THE PIG PRICE WITHIN 48 HOURS OF THE DELIVERY OF EACH LOT OF QUALIFYING WEANER PIGS BY SELLER TO BUYER. BUYER FURTHER AGREES, THAT IN THE EVENT THAT THIS AGREEMENT HAS NOT BEEN EXECUTED BY SELLER AT THE TIME OF DELIVERY OF QUALIFIED WEANER PIGS TO BUYER PURSUANT TO THE AGREEMENT BETWEEN BUYER AND COOP, THEN BUYER SHALL WITHIN 48 HOURS OF THE DATE OF DELIVERY OF QUALIFYING WEANER PIGS, DELIVER TO COOP, OR ITS DESIGNEE, THE PAYMENT OF THE PIG PRICE AS REQUIRED BY THIS AGREEMENT.

B. BY COOP: IN THE EVENT THAT (1) SELLER HAS ENTERED THIS AGREEMENT WITH COOP, AND NO BUYER HAS JOINED IN THIS AGREEMENT AND RATIFIED THE SAME AT THE TIME OF THAT SELLER GIVES NOTICE TO COOP OF SELLER'S INTENT TO DELIVER QUALIFIED WEANER PIGS PURSUANT TO THIS AGREEMENT, THEN COOP AGREES TO PAY TO SELLER THE PIG PRICE AS PROVIDED UNDER THIS AGREEMENT. PROVIDED HOWEVER, THE TOTAL PAYMENT BY COOP TO SELLER UNDER THIS PROVISION SHALL NOT EXCEED A SUM EQUAL TO THE PIG PRICE FOR QUALIFYING PIGS TIMES THE NUMBER OF QUALIFYING PIGS FOR ONE YEAR SET FORTH IN PARAGRAPH (1) HEREIN. IN THE EVENT THAT A BUYER HAS EXECUTED THIS AGREEMENT ON OR PRIOR TO THE DATE WHEN SELLER HAS GIVEN NOTICE OF SELLER'S INTENT TO DELIVER QUALIFIED WEANER PIGS PURSUANT TO THIS AGREEMENT, AND BUYER FAILS OR REFUSES TO PAY THE PIG PRICE FOR THE SAME, THEN COOP AGREES TO PAY THE PIG PRICE FOR THE QUALIFIED WEANER PIGS EITHER DELIVERED TO BUYER, OR AVAILABLE FOR DELIVERY TO BUYER PURSUANT TO THE NOTICE OF INTENT TO DELIVER AS GIVEN BY SELLER, BUT SUCH PAYMENT SHALL NOT EXCEED A SUM EQUAL TO THE PIG PRICE FOR QUALIFYING PIGS TIMES THE NUMBER OF QUALIFYING PIGS FOR ONE YEAR SET FORTH IN PARAGRAPH (1) HEREIN.

26. EVENT OF DEFAULT: IN THE EVENT THAT ANY PARTY HERETO FAILS OR REFUSES TO PERFORM ANY TERM, PROVISION, COVENANT OR WARRANTY UNDER THIS AGREEMENT OF SAID PARTY'S PART TO BE PERFORMED, THEN THE AGGRIEVED PARTIES UNDER THIS AGREEMENT, OR ONE OF THEM, MAY DECLARE A DEFAULT IN THE PERFORMANCE OF THIS AGREEMENT. THAT EITHER OF THE AGGRIEVED PARTIES SHALL GIVE TEN DAYS NOTICE TO THE DEFAULTING PARTY TO PERFORM. THE NOTICE SHALL BE IN WRITING, AND THE TEN DAY NOTICE PERIOD SHALL COMMENCE ON THE DATE SAID WRITTEN NOTICE IS MAILED TO THE DEFAULTING PARTY BY CERTIFIED U.S. MAIL,